

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In Re Flint Water Cases,

No. 5:16-cv-10444-JEL-MKM
(consolidated)

Hon. Judith E. Levy

Mag. Mona K. Majzoub

Washington, et al.,

No.: 16-cv-11247

Plaintiffs,

v.

State of Michigan, et al.,

Defendants.

CLAIMANT'S STATEMENT OF OBJECTIONS

NOW COMES Objector BRIAN HOSIE, who provides this written statement of Objections pursuant to the Master Settlement Agreement (ECF No. 1319-1, revised 1394-2¹) ("MSA") Article XX to fulfill my duty as a concerned Flint resident and citizen after learning of the details and operations of different provisions of the MSA, which I believe are unfair, unreasonable, and inadequate:

My name is Brian Hosie. I was born in Flint, Michigan in 1965. I went to Carmen Hainesworth High School, graduating in 1984. I moved from Flint to join the military. I worked mostly as a truck driver in the southwestern United States for 23 years before I got hurt on the job and eventually had to go on disability. I suffered from laryngeal cancer and

¹ Page references will be to the Revised version of the Settlement Agreement, ECF No. 1394-2

had to get a voice box in 2002. I returned to Flint to take care of my mother in 2011.

I object to the proposed settlement outlined in the MSA and in the “Compensation Grid” because the allocation for those who have had bone scans is unfair and gives preference to a certain number of residents for arbitrary reasons. These scans create an unfair scheme because they have not been shown to be safe, and even if so, are impossible to obtain.

The bone scans are unfair because, first, there is no transparency about how they are done, raising concerns about their safety. These concerns have been made in other objections, and have been reported in local news media. I have also learned that the scans might have been done without proper licensing or registration under the law. If true, this underscores not only the lack of transparency, but how this kind of proof of damages is of limited availability.

Second, even if shown to be safe and reliable, I object to the use of these bone scans because unfair preference has been given to clients of Napoli Shkolnik, Levy Konigsberg, and other firms in the good graces of Napoli Shkolnik. A bone scan, if shown to be safe, would mean a lot to my case because I did not get blood lead tests until April of 2016, and then again in October 2016. This is far removed from when the water was switched back. This means that my results aren’t very high, and so having another way to get into the higher categories would be beneficial to me.

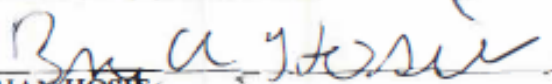
These issues show how there are fewer people who can qualify for these higher categories, something which makes up the third grounds of my objection to this proposed partial settlement. The most valuable category for adults has only two methods—blood tests or bone tests. ECF 1394, 381–82; 393–94; 401–02. Depending on the readings from either

test, a person who receives one has the opportunity to obtain much higher enhanced payments—the category with the highest monetary award (category 22) will be in amounts *twenty times* more than someone who lived in Flint after 2016 and obtained a scan with a reading at or above 5 mcg/dL (category 25). And if a person's only means of showing exposure is by a bone test—someone like me, either because blood lead tests were not performed until later, at a time when they will not show high readings, or because he or she hasn't been able to get a doctor to provide causation—but they cannot get one, the highest they can potentially qualify for is category 28 regarding residence (which is \$1,000), assuming that amount isn't divided amongst other people who may also qualify for the same piece of property. This amount is orders of magnitude lower than what I might receive if bone scans were shown to be safe and made available. This is unfair and unreasonable.

In short, some people will get much more money than others—perhaps thousands if not tens of thousands more—not because they had a more severe injury, or suffered greater damages—but because they had access to a bone lead test while others did not. It's hard to understand how this outcome can be considered fair, especially because there is no other alternative way to get a comparable test that would be consistent across claimants.

For the foregoing reasons, I object to the proposed partial settlement, on behalf of myself and loved ones.

OBJECTOR'S SIGNATURE:


BRIAN HOSIE
902 E. Court St., Apt. 312
Flint, MI
(810) 308-0049

DATED: March 25, 2021

Stephen Monroe

From: Patrick Lanciotti <PLanciotti@NapoliLaw.com>
Sent: Thursday, February 25, 2021 8:32 PM
To: Paul Napoli; Marc Bern
Cc: Hunter Shkolnik; Sophia Higbie; Stephen Monroe
Subject: RE: Cease and Desist

WARNING: --External E-mail. Use caution if opening Links and Attachments--.

Sophia and Stephen - please see below.

-----Original Message-----

From: Paul Napoli <PNapoli@NSPRLaw.com>
Sent: Thursday, February 25, 2021 9:25 PM
To: mbern@bernllp.com
Cc: Patrick Lanciotti <PLanciotti@NapoliLaw.com>; Hunter Shkolnik <Hunter@NapoliLaw.com>
Subject: Cease and Desist

Marc

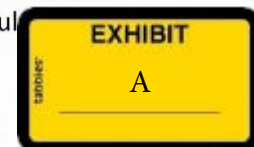
Cease and desist your office from calling our office for bone lead tests. We will not be giving you the courtesy of doing any tests for you.

If you continue harass us we will report you to the authorities.

Paul

Paul Napoli
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